but in the case under discussion the court said the question of inheritance was immaterial, and laid down the rule that marriage alone was never sufficient to revoke a woman's will.

On the other hand, in Massachusetts, though admitting that the law should be uniform as to both sexes, the court held that the fact that it was wrong about a man's will, and required both marriage and birth of issue to revoke, when it should, on the principle of *Re Tuller's Will,* (*supra,*) require only marriage, was no reason to make it also wrong about a woman's will; and that as the statute said, "Nothing shall prevent revocation by implication from changed circumstances," that re-enacted the common law, and made the marriage of a woman revoke her will, and the question of the reasonableness of the statute could not be considered: *Swan* v. *Hammond,* 138 Mass. 45 (1884); *Blodgett* v. *Moore,* 141 Mass. 75 (1886). *Brown* v. *Clark,* 77 N. Y. 369 (1879), decided that as the New York statute said that the will of an *unmarried* woman should be revoked by her subsequent marriage, the rule embodied in the statute could not be dispensed with, because the reason on which it was established had ceased, by a subsequent statute giving married women power to will. But, as the reason for it has ceased, the statute is construed strictly, and held not to apply to the will of a *married* woman who remarries: *McLarney* v. *Phelan,* 90 Hun, 361 (1895).

England and Pennsylvania have statutes expressly declaring that the marriage of a man or woman revokes a previous will (in Pennsylvania only in proportion to the interest of the husband or wife under the Intestate Act). Some states have followed their example, while others, without a direct statute have interpreted the reason of the common law as in *Re Tuller, supra,* that marriage in this country by altering the course of descent changes a man's or a woman's circumstances, and in so far as it alters the course of descent, and no further, operates as a revocation of a will. See *Brown* v. *Sherrer,* 42 Pac. 668 (Colo. 1895).

BOOK REVIEWS.

THE ELEMENTS OF JURISPRUDENCE. By THOMAS ERSKINE HOLLAND, D. C. L. 8th Edition. New York: The MacMillan Co. London: MacMillan & Co., Ltd. 1896.

Holland on Jurisprudence is an old friend. Students of the Eighth Edition will find the grand divisions of the work substantially unchanged. Many improvements, however, have been made in minor matters. The five parts of the work are "Law and Rights;" "Private Law;" "Public Law;" "International Law;" "The Application of Law." "Many references," says the author in his preface, "have now been made to the new Civil Code for Germany, which became law last month. This great work, the result of twenty years of well directed labour, differs ma-

terially from the draft Code, to which allusions will be found in the sixth and seventh editions. Few more interesting tasks could be undertaken than a comparison in detail of this finished product of Teutonic legal science with the Code Civil, which has so profoundly affected the legislation of all the Latin Races." The work has also been brought down to date (or brought up to date—according to one's conception of the trend of events) in respect of the citation of recent decisions of importance. On page 304 we note *Broderip* v. *Salomon*—although when the book went to press that case had not yet been decided by the House of Lords. As illustrating the subject of acceptance of offers the author cites the curious and now familiar case of *Carlill* v. *Carbolic Smoke Ball Co.*

Of the substance of the work itself it is unnecessary at this time to speak. It is so well known to students that it may be said to have accomplished its own introduction, and it needs not that any man should perform such an office for it. While Part I. is an admirable piece of exposition, the author is perhaps at his best in his discussions of Private Law and of Public Law in Parts II. and III. The student can perform no more profitable exercise than to compare Dr. Holland's treatment of the subject of International Law as contained in Part IV. with the extremely interesting and suggestive address on International Law, recently delivered by Mr. Frederic R. Coudert, before the law students of the University of Pennsylvania, and now published in the AMERICAN LAW REGISTER AND REVIEW (36 N. S. page 353).

Now and then one finds a statement of principle which could have been made more striking (because more accurate) by a somewhat fuller statement than that which the author has accorded it. This is the only critical suggestion which it seems fair to make—apart of course from all discussion of those important matters of substance in regard to which jurists are divided. An illustration of a case in which a statement might have been slightly amplified with advantage appears on page 271. The author, after defining policies of insurance against fire or marine risks as contracts to recoup a loss which parties may sustain from particular causes, says "When such a loss is made good *aliunde*, the companies are not liable for a loss which no longer exists." He cites *Darrell* v. *Tibbitts*, 5 Q. B. D. 560. It would have been well, perhaps, to say that the companies' liability ceases only when the insured is made whole by the enforcement of a *right*—as distinguished from the case in which he may have become the recipient of a *gratuity*. See *Burnand* v. *Rodocanochi*, 7 App. Cas. 333.

The student's library, no matter how small, should contain Dr. Holland's book. The approved method of studying law in England and in the United States has been for generations a method which called upon the student to begin his work in the office of the clerk of the court by familiarizing himself with the practical working of legal remedies. Next in order it was thought proper for him to study (still in a so-called "practical" way) the *right* in

respect of which the remedy exists. He has never been encouraged to push his studies farther back, with a view to investigating ultimate juristic theories of right and liability—lest his mind should become unfitted for the daily routine of the law office. He has been advised not to study jurisprudence or to waste his time with mere "theory"—for the reason, among others, that such study is a thing of which the Civilians have a monopoly. It has been like the Protestant elimination of the symbol of the cross from ecclesiastical architecture in consequence of the Catholic retention of it. Fortunately the state of mind which makes such things possible is everywhere passing away. The student now learns what a contract is before he is instructed in the mechanics of an action of assumpsit. The next step in educational reform is to enable him to work out a theory of obligation before calling upon him to grasp the common law conception of contract. It is at this stage of the development of legal education in this country and in England that the eighth edition of Holland's Jurisprudence appears. Its appearance is timely. It deserves and will unquestionably receive a hearty welcome. *G. W. P.*

THE ANNUAL ON THE LAW OF REAL PROPERTY. Edited by TILGHMAN E. BALLARD and EMERSON E. BALLARD. Vol. IV. 1895. Crawfordsville, Ind.: The Ballard Publishing Co. 1897.

Though the increasing number of law books has far overstepped the limits of the lawyer's time, patience, or pocket, the value of such works as Mr. Ballard's Digest should not be overlooked. Real Property is of such pre-eminent importance to the lawyer, that a digest devoted solely to that branch of the law cannot fail to be of use to him.

The plan of the compilers is to annotate and epitomize all the current case and statute law on real property, to compare the decisions and laws of different states, and to report in full a few of the most important cases. There are thirteen cases so reported in this volume. This vast material is first divided alphabetically into the main subjects of real property law, and then subdivided into sections arranged so as to make each subject read as a connected article.

Thus, the subject of Abutting Owners begins with the syllabus and opinion of the court in *P. R. R.* v. *Montgomery Co. Pass. Ry. Co.*, 167 Pa. 62 (1895), the opinion being divided into sections according to the points decided. Then follows a brief note of the case, and an epitome of all the cases on Abutting Owners, decided in 1895, grouped into sections, each section forming a note on one particular point of the subject. Where the law varies in different states, we find a full statement of the statutory provisions of all the states or an abstract of such provisions as, for instance, in the article on Powers of Attorney (§§ 589-632). The text of the book is followed by an index of statutes referred to in